

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
VENDOR RELEASE FORM**

\_\_\_\_\_, Located at \_\_\_\_\_  
(Company Name) (Company Address)

\_\_\_\_\_ (“Company”) agrees to furnish The University of Texas Medical Branch at Galveston (“UTMB”) sample products or equipment (“Product(s)”), as described on the attached listing hereto, for UTMB’s evaluation and testing purposes subject to the terms and agreements expressed below.

1. Company agrees to furnish Product(s) at no charge to UTMB including delivery and all related return freight costs, installation and/or de-installation, and any insurance; and
2. Company agrees that its participation is voluntary, and that UTMB has made no representation, commitment or guarantee to purchase these or additional Product(s) now or in the future; and
3. Company warrants to UTMB, The University of Texas System, its regents, officers, customer, agents and employees that the furnishing or use of any Product(s) hereunder does not infringe on any existing patent, copyright, trademark, service mark or other third party intellectual property right, and Company agrees to indemnify and save harmless UTMB and The University of Texas System, its regents, officers, customer, agents and employees from and against any and all claims, actions, damages, suits, proceedings, judgments, or liabilities incurred in connection with any claim, suit, or action for actual or alleged infringement based upon the UTMB’s use of said Product(s). Company agrees to defend, at its sole expense, any such claim, suit or action brought against UTMB or The University of Texas system, its regents, officers, customers, agents and employees individually or collectively; and
4. Company agrees to indemnify, defend and save harmless UTMB and The University of Texas System, their regents, officers, customers, agents and employees from and against any claims, actions, damages, proceedings, judgments, or liabilities as a result of bodily injury (including death) and/or property damage arising out of or in connection with the use of Product(s) furnished hereunder; and
5. Company agrees that UTMB’s sole responsibilities hereunder are to evaluate and to test Product(s) in good faith and in such a manner and for such a time period as deemed reasonable, necessary and appropriate by UTMB.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

**Company**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name – Print or Type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ATTACHED LISTING MUST BE COMPLETED (Original to Clinical Purchasing, Route 0467: Vendor, Dept/Committee) (NOTE: A copy of this form must be transmitted to Receiving for any items that will not be delivered directly to the user.)**

**Product(s)**

Description	S/N (if any)	Purpose/Use	Quantity	Time Frame	
				From	To

Additional Information:

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**INSTRUCTIONS:**

Department or Committee accepting such product(s) is responsible for completion of this form, obtaining signatures of responsible individuals, forwarding copies to Clinical Purchasing (Route 0467 and to Company providing products), and making arrangements with Material Management/Receiving (409) 772-1161, if product(s) are to be received through UTMB – materials Management Receiving. Any receipts made through receiving facility must be identified on the container as “TRIAL” or “LOAN” and identify the using department, employee name, telephone extension, and room number.